

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

JAMES CROOK and]
CINDY CROOK]
2417 Division Street]
Mishawaka, Indiana]
46545]
] Plaintiffs]
] v.] Case No. _____
]]
INFANTI HOSPITALITY]
SEATING, INC.]
3075 Richmond Terrace]
Staten Island, New York]
10303-1300]

COMPLAINT FOR DAMAGES

Plaintiffs, James Crook and Cindy Crook, by counsel,
for their

Complaint for damages against the defendant, Infant
Hospitality Seating, Inc., say as follows:

GENERAL ALLEGATIONS

1. Plaintiffs are husband and wife.
2. Plaintiffs are citizens of the State of Indiana.
3. Defendant is a corporation incorporated under the
laws of the State of New York and having its principal
place of business in a State other than Indiana.

4. The matter in controversy exceeds, exclusive of interests and costs, the sum specified by 28 U.S.C. § 1332.

5. At all times mentioned in this complaint the defendant, INFANTI HOSPITALITY SEATING, INC. (hereinafter "INFANTI") designed, manufactured, marketed, sold and distributed customized furnishings, including stools, chairs and tables, for the gaming and hospitality industry. INFANTI sold its customized furnishings in Indiana.

6. On or about June 11, 2003 the plaintiff, JAMES CROOK, was a patron of the Blue Chip Casino located in Michigan City, Indiana owned and operated by Boyd Gaming of Las Vegas, Nevada.

7. While playing video poker the plaintiff, JAMES CROOK, was seated on a stool that was designed, made, sold or otherwise put into the stream of commerce by INFANTI.

8. While seated on the stool the back snapped off causing JAMES CROOK to fall to the floor and sustain serious injuries.

COUNT I

1. INFINITI designed, manufactured, sold, distributed or otherwise put the stool into the stream of commerce in a defective condition unreasonably dangerous to the user thereof, JAMES CROOK.

2. JAMES CROOK is in the class of persons that INFINITI should reasonably have foreseen as being subject to the harm caused by the defective condition of the stool.

3. INFINITI was engaged in the business of selling the stool.

4. The stool was expected to and did reach JAMES CROOK without substantial alteration in the condition in which the stool was sold by INFINITI.

5. INFINITI is liable to the plaintiff, JAMES CROOK, for the physical harm, injuries and damages proximately caused by the defective and unreasonably dangerous stool.

WHEREFORE, plaintiff, JAMES CROOK, prays for damages against the defendant, INFINITI, in such sum as will fully and fairly compensate him, for the costs he incurs in this action and for all other proper relief.

/s/Timothy J. Walsh
Timothy J. Walsh, No. 997-71
Michael J. Anderson, No. 4004-71
ANDERSON, AGOSTINO & KELLER
Attorneys for Plaintiffs
131 S. Taylor
South Bend, IN. 46601
(574) 288-1510

COUNT II

Plaintiff, JAMES CROOK, for further allegations against the defendant, INFINITI, alleges as follows:

1. Plaintiff re-alleges and incorporates herein by reference rhetorical paragraphs One (1) through Eight (8) of the General Allegations herein.

2. INFINITI owed a duty to the plaintiff, JAMES CROOK, to exercise reasonable and ordinary care in designing, manufacturing, testing, distributing and selling the stool.

3. INFINITI negligently breached those duties.

4. INFINITI'S negligence proximately caused the plaintiff, JAMES CROOK, to be harmed, injured and damaged.

WHEREFORE, plaintiff, JAMES CROOK, prays for judgment against the defendant, INFINITI, in such sum as will fully and fairly compensate him, for the costs he incurs in this action and for all other proper relief.

/s/ Timothy J. Walsh
Timothy J. Walsh, No. 997-71
Michael J. Anderson, No. 4004-71
ANDERSON AGOSTINO & KELLER
Attorneys for Plaintiffs
131 S. Taylor
South Bend, IN. 46601
(574) 288-1510

COUNT III

Plaintiff, CINDY CROOK, for cause of action against the defendant, INFINITI, alleges as follows:

1. She incorporates herein by reference and re-alleges all of the preceding General Allegations and all of the preceding allegations of Counts I and II herein.

2. As a direct and proximate result of the strict products liability and the negligence of the defendant, INFINITI, the plaintiff, CINDY CROOK, has and will continue to lose the services, society, companionship and consortium of her husband, JAMES CROOK.

WHEREFORE, the plaintiff, CINDY CROOK, prays for judgment against the defendant, INFINITI, in such sum as will fully and fairly compensate her, for the costs she incurs in this action and for all other proper relief.

/s/Timothy J. Walsh
Timothy J. Walsh, No. 997-71
Michael J. Anderson, No. 4004-71
ANDERSON AGOSTINO & KELLER
Attorneys for Plaintiffs
131 S. Taylor
South Bend, IN. 46601
(574) 288-1510

JURY REQUEST

Plaintiffs request trial by jury.

/s/Timothy J. Walsh
Timothy J. Walsh